



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

BOARD OF SELECTMEN

MEETING

June 16, 2015
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

1) SCHEDULE

[Senator Michael Moore – Budget](#)

[Jon Delli Priscoli – Grafton Upton Railroad](#)

[Board of Library Trustees – Grant Approval for a New Library](#)

2) APPOINTMENTS

a) [Town Administrator's Appointments-Per List](#)

b) Board of Selectmen

[Grafton Cultural Council – Dawn Geoffrey](#)

3) RESIGNATIONS

c) [Heather Cargill – Recreation Commission](#)

4) NEW BUSINESS

a) [Vote to remove High Street "No Right Turn" Sign](#)

b) [Vote to Sign SumCo Eco-Contracting LLC – Lake Ripple Dredge Project](#)

5) SELECTMEN REPORTS / TA REPORTS

6) CORRESPONDENCE

7) DISCUSSION

8) MEETING MINUTES

[5/19](#)

[6/2](#)

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

Senator Michael Moore will present the budget.

Mr. Jon Delli Priscoli of Grafton Upton Railroad Company will discuss his letter dated May 11, 2015, regarding knowledge of the planned Super Park location.

Grafton & Upton Railroad Company

42 Westboro Road
R. Grafton, MA 01536
508-481-6095 * Fax 508-460-0578

May 11, 2015

Brook Padgett, Chairman
Board of Selectmen
Town of Grafton
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Dear Chairman Padgett:

We have reviewed your Town Counsel's recent May 7th correspondence to Attorney John Mavricos in response to his April 30th letter to yourself (the "Lawyers Correspondence").

We would request that you place us on the Board of Selectmen's agenda at a mutually agreeable date and time in order to allow all of us to directly discuss the issues raised in the Lawyers Correspondence.

I would briefly state in part in reference to the foregoing that the Grafton & Upton Railroad ("GURR") had no knowledge of the planned Super Park until reading about it on line during early April, 2015. And notwithstanding our written notice as to 8 Upton Street, it is the Town of Grafton that has known "forever and a day" that the GURR's main line runs behind the Town Library and the proposed site of the so-called "Super Park".

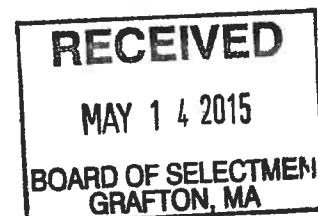
Please have your Town Administrator contact Stan Gordon in my office at 508-481-6095 to discuss and agree upon a mutually convenient date and time for us to come in and discuss 8 Upton Street & the Super Park with the entire Board of Selectmen.

Sincerely,

Grafton & Upton Railroad Company

By: 

Jon Detli Pristoll, President &
Treasurer & Not Individually



If the Board is in agreement, The Board will make a motion to support the Library putting forth an article for grant application at the fall Town Meeting.

If the Board is in agreement, The Board will make a motion to approve the Town Administrators Appointments, per the list.

TOWN ADMINISTRATOR APPOINTMENTS
June 16, 2015

BOARD OF ASSESSORS (Three Year Term)

Marsha Platt

BOARD OF SEWER COMMISSIONERS (Three Year Term)

Susan Hunnewel Duval

BURIAL AGENT (One Year Term)

Adam Costello

DIRECTOR OF VETERANS SERVICES

Adam Costello

KEEPER OF THE LOCKUP (One Year Term)

Normand A. Crepeau, Jr.

PARKING CLERK (One Year Term)

Doug Willardson

TRAFFIC SAFETY COMMITTEE (One Year Term)

John J. Bechard

Normand Crepeau Jr.

Daniel J. Pogorzelski

John A. Reil

Scott Rossiter

If the Board is in agreement, the Board will make a motion to appoint Dawn Geoffrey to the Grafton Cultural Council.

Dawn Geoffroy
29 Christopher Drive
Grafton, MA 01519
508-887-8678

May 18, 2015

Grafton Municipal Center
Attn: Board of Selectmen
30 Providence Road
Grafton, MA 01519

Dear Sir or Madam:

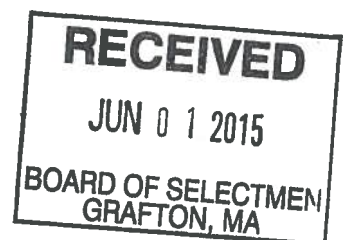
I am writing to express my interest in becoming a member of the Grafton Cultural Council (GCC). Stacey Willar suggested that I consider becoming involved.

I have years of experience as an Executive Assistant and Office Manager during my working career. In addition, I have volunteered my time in various ways over the last 13 years I've lived in Grafton. My many interests include: driving Meals on Wheels, leading Girl Scout troops, organizing roadside trash pick up and leading the MSES jump rope team, The Grafton Skippers.

I'm interested in learning more about the GCC and potentially getting involved. Please feel free to contact me at dawn.geoffroy@gmail.com or by calling my home number (508) 887-8678.

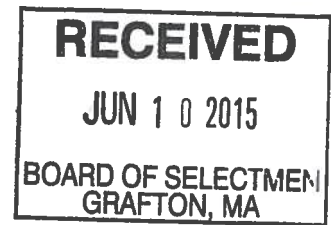
Sincerely,


Dawn Geoffroy



If the Board is in agreement, The Board will make a motion to accept the resignation of Heather Cargill from the Recreation Commission.

65 Millbury Street
Grafton, MA 01519



April 8, 2015

Board of Selectmen
30 Providence Road
Grafton, MA 01519

*Spoke to
her
6/11/15
10 AM
OK to
come off*

To the Board of Selectmen,
Subject: Resignation of appointments

I regret that I must resign from my appointment on the Recreation Commission as well as my appointment to the Community Preservation Committee. A change in my schedule and health issues have made it consistently impossible to fulfill my obligations to both groups. Thank you for the opportunity to serve our town for these past several years. I hope that I will be able to again in the future.

Sincerely,

Heather B Cargill

Cc: Elizabeth Wright

John Stephens

If the Board is in agreement, The Board will make a motion to remove the High Street "No Right Turn" sign.

Doug Willardson

From: Tim McInerney
Sent: Thursday, May 28, 2015 1:47 PM
To: Doug Willardson
Subject: High Street

All

I met with Chief and other staff about no Right Turn on High Street yesterday and we agree to recommend to the Board to remove the No Right Turn Sign completely and run radar on a more consistent basis.

Timothy P. McInerney, *ICMA-CM*
Town Administrator
30 Providence Road
Grafton, MA 01519
p. 508-839-5335
f. 508-839-4602
mcinerneyt@graffon-ma.gov
www.graffon-ma.gov

 @TownofGraftonMA

If the Board is in agreement, The Board will make a motion to sign the Sumco Eco-Contracting LLC contract for the Lake Ripple Dredge Project.

**SECTION 00500
CONTRACT AGREEMENT**

THIS AGREEMENT is by and between Town of Grafton ("Owner") and
SumCo Eco-Contracting, LLC ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of the Lake Ripple Dredge Restoration Project, Grafton, Massachusetts

ARTICLE 2 – THE PROJECT

- 2.01** The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Lake Ripple Dredge Restoration Project, Grafton, Massachusetts

ARTICLE 3 – ENGINEER

- 3.01** The Project has been designed by Lenard Engineering, Inc. of 19 Midstate Drive, Suite 200, Auburn MA, 01501, Telephone (508) 721-7600, FAX (508) 721-7610.

ARTICLE 4 – CONTRACT TIMES

4.01 TIME OF THE ESSENCE

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 DAYS TO ACHIEVE SUBSTANTIAL COMPLETION AND FINAL

- A. The Work will be substantially completed on or before April 30, 2015, and completed and ready for final payment in accordance with Paragraph 14.07 of General Conditions on or before May 31, 2015.

4.03 LIQUIDATED DAMAGES

- A. Contractor and Owner recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The

**SECTION 00500
CONTRACT AGREEMENT**

parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for each of the Substantial Completion dates until all Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, the Lump Sum price(s) provided for in the bid form;
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of:

One Hundred Eighty-three Thousand Six Hundred dollars (\$ 183,600.00).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 SUBMITTAL AND PROCESSING OF PAYMENTS

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 PROGRESS PAYMENTS; RETAINAGE

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as

SECTION 00500
CONTRACT AGREEMENT

provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment present at the site but not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 FINAL PAYMENT

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.
- B. Massachusetts General Law Chapter 30 § 39A through H shall be part of this specification by reference and in its entirety.

ARTICLE 7 – INTEREST

- 7.01** All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01** In order to induce Owner to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents;
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

SECTION 00500
CONTRACT AGREEMENT

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents;
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents;
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data, with the Contract Documents;
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor;
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 CONTENTS

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance bond;

SECTION 00500
CONTRACT AGREEMENT

3. Payment bond;
 4. General Conditions;
 5. Supplementary Conditions;
 6. Specifications included and as listed in the table of contents of the Contract Documents;
 7. Specific sections of the MHD Standard Specification which are referenced within the Contract Documents;
 8. Contract Drawings included in the Bid Documents and as listed in the table of contents of the Contract Documents;
 9. Addenda.
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid;
 - b. Documentation submitted by Contractor prior to Notice of Award.
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 TERMS

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

SECTION 00500
CONTRACT AGREEMENT

10.02 ASSIGNMENT OF CONTRACT

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 SUCCESSORS AND ASSIGNS

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 SEVERABILITY

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**SECTION 00500
CONTRACT AGREEMENT**

IN WITNESS WHEREOF, SAID TOWN OF GRAFTON has caused this contract to be executed in its name and on behalf of the Board of Selectmen; and the CONTRACTOR has executed this agreement upon the 29th day of May, 2015.

APPROVED AS TO AVAILABILITY OF FUNDS:

TOWN OF GRAFTON
BOARD OF SELECTMEN



SumCo Eco-Contracting, LLC
Richard Sumner, Manager

5/29/2015

Date

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

26-0135998

FEDERAL ID NUMBER

By: 

Richard Sumner, Manager

END OF SECTION

Lake Ripple Dredge Restoration Project

Grafton, MA

Bid Opening Checklist

October 8, 2014 - 10:00 AM

<u>Company Name</u>	<u>Base Bid</u>	<u>Bid Alternate</u>	<u>Total</u>	<u>Similar Project</u>	<u>Affidavit</u>	<u>Debarment</u>	<u>Lobbying</u>	<u>Affirmative Action</u>	<u>Bid Bond</u>	<u>Addendum (2)</u>
2 Busy Bee Nursery	187,600	12,000	201,600	1 of 3	✓	✓	✓	✓	✓	1 1/2
5 T. Ford Company	312,200	26,000	338,800	3 of 3 ✓	✓	✓	✓	✓	✓	1 1/2
4 Northern Tree Service	212,968	23,345	236,313	3 of 3 ✓	✓	✓	✓	✓	✓	1
1 Sunco Eco Contracting	168,600	15,000	183,600	3 of 3 ✓	✓	✓	✓	✓	✓	1 1/2
3 Blue Diamond Equipment	190,315	6,900	197,215	3 of 3 ✓	✓	✓	✓	✓	✓	1

Opened By: Corey Brodeur

Witnessed By: Brian Szczurko

Page 1 of 1

If the Board is in agreement, The Board will make a motion accept the meeting minutes of 5/19/15.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING MINUTES**

May 19, 2015
Municipal Center, Conference Room A
7:00 p.m.

A Regular meeting was called to order at 7PM. Present: Brook Padgett, Craig Dauphinais, Dennis Flynn, Bruce Spinney, Jennifer Thomas, Tim McInerney, Doug Willardson and Laura St. John Dupuis.

Chapter 61A – 43 Estabrook Street

Ms. Thomas read the public hearing notice.

Mr. Dauphinais made a motion to open the public hearing. Mr. Flynn seconded. All were in favor.

Mr. Paul Knowlton addressed the Board and provided a map of the parcel of land at 43 Estabrook he is requesting to be taken out of Chapter 61A status.

Mr. Dauphinais made a motion to close the public hearing. Ms. Thomas seconded. All were in favor.

Mr. Dauphinais made a motion to remove 3.36 acres of land at 43 Estabrook Street from M.G.L. Chapter 61A status based on the map provided and to authorize the Chair sign paper work. Ms. Thomas seconded. All were in favor.

Pole Petition – Meadowbrook Road

Ms. Thomas read the public hearing notice.

Mr. Dauphinais made a motion to open to public hearing. Mr. Flynn seconded. All were in favor.

Mr. Flynn made a motion to close the public hearing. Ms. Thomas seconded. All were in favor.

Mr. Spinney made a motion to allow Verizon New England Inc. And Massachusetts Electric Company to place 1 new JO Pole. No.T.6S/E.6S approximately 887 feet

47 northeasterly from the center line of Upton Street. Mr. Dauphinais seconded. All were in
48 favor.

49
50 **Traffic Safety Committee Recommendations**

51
52 Chief Crepeau provided the Board with the Traffic Safety Committee
53 Recommendations.

54
55 The Board made a motion for each recommendation as follows:

- 56
57 1. Eliminate three parking spaces on the westerly side of South Street at the
58 (Wheelock Monument) island.

59
60 Mr. Dauphinais made a motion to accept the traffic safety recommendation. Ms.
61 Thomas seconded. All were in favor.

- 62
63 2. High Street Traffic- Change time

64
65 Chief Crepeau stated the Traffic Safety Committee recommended changing the time of
66 the turn restriction from Route 140 to High Street from 4-6 PM to 4-7 PM.

67
68 Resident, Ms. Wanda Hendricks of 20 Second Street addressed the Board. Ms.
69 Hendricks stated that she feels High Street has become a race track with people
70 speeding over 60 mph. Ms. Hendricks also feels this recommendation is a major
71 problem for people who live in the neighborhood. Ms. Hendricks further stated that she
72 has spoken to Chief Crepeau and she suggested some kind of provision for local
73 residents only.

74
75 Chief Crepeau stated that there is no way to tell if someone is a local resident. Ms.
76 Hendricks suggested that everyone be stopped.

77
78 Mr. Dauphinais stated that this recommendation needs to be looked at some more and
79 also stated that people should be aware that the town is really going to be watching and
80 will try to control the traffic flow which we haven't figured out yet. Mr. Dauphinais
81 suggested that the Town leave the turn restriction as is and to put a recommendation on
82 an agenda as soon a better solution is suggested.

83
84 Mr. Flynn made a motion to further study the traffic in this area and come back with a
85 recommendation. Mr. Spinney seconded. All were in favor.

- 86
87 3. Place a Blind Driveway sign downhill from 33 Church Street facing the eastbound
88 traffic.

89
90 Mr. Flynn made a motion to Place a Blind Driveway sign downhill from 33 Church
91 Street facing the eastbound traffic at the discretion of the DPW director. Ms. Thomas
92 seconded. All were in favor.

93
94 4. Install Slow Children signs at both ends of Maplewood Drive.
95

96 Mr. Flynn made a motion to install Slow Children signs at both ends of Maplewood
97 Drive at the discretion of the DPW Director. Mr. Dauphinais seconded. All were in
98 favor.
99

100 **Appointment of Stacy Willar to the Grafton Cultural Council**

101

102 Mr. Spinney made a motion to appoint Stacy Willar to the Grafton Cultural Council. Mr.
103 Flynn seconded. All were in favor.
104

105 **Resignation- Mary Ann Nolan Grafton Town House Oversight Committee**

106

107 Mr. Spinney made a motion to accept Mary Ann Nolan's resignation. Mr. Flynn
108 seconded. All were in favor.
109

110 **One Day Beer & Wine –Brigham Hill Community Barn**

111

112 Mr. Spinney made a motion to approve a One Day Beer and Wine license for June 20,
113 2015. Mr. Dauphinais seconded. All were in favor.
114

115 **One Day Beer & Wine- Grafton Public Library**

116

117 Mr. Spinney made a motion to approve a One Day Beer and Wine license for June 5,
118 2015. Ms. Thomas seconded. All were in favor.
119

120 **Town Administrator Report**

121

122 Mr. McInerney provided his report of the Board with the following updates.
123

- 124 • DPW purchased a Traffic Control Trailer
- 125 • The Town was awarded a \$2k grant for a sharps kiosk to be located at the Board of
126 Health.
- 127 • The Worcester County Sherriff's Dept has a Graffiti Removal Unit available.
- 128 • One Grafton Common had some foundation problems.OPM, Andy Deschenes has
129 been on site daily and documenting all activities. A structural engineer was called.
- 130 • The Planning Board voted to pursue a Master Plan
- 131 • DEP Troiano trucking to make food waste dehydrating and pelletizing of food waste.
132 For animals that want to eat it etc.
- 133 • The DPW Building Committee will be at the June 2nd Board Meeting
- 134 • There have been new dog Issues at 23 Institute Road.
- 135 • Sen. Michael Moore will be updating the Board on all at the June 16th meeting.
136

137 **Correspondence**

138

Ms. Thomas read correspondence from Town of Northbridge, thanking the Town of Grafton for the support provided for Cpl. John Dawson's funeral.

Mrs. Thomas read correspondence from the CMRPC regarding awards dinner on 6/11/15 from 5:30-8:30 PM at Cyprian Keyes Golf Club.

Ms. Thomas read correspondence from Grafton & Upton Rail Road Company, stating that GURR had no knowledge of the planned Super Park location.

Spring Town Meeting Wrap Up

Mr. Padgett stated there were articles that did not pass at Town Meeting and that Board needs to talk about what we are going to do to get them passed.

Article 20- Lease of Real Property

Article for Powerline Drive: The Abutters were not notified. Mr. McInerney will read the deed and see what action to take and stated that we need to do more homework. He thought the water district had done the necessary research. Mr. Dauphinais stated that there needs to be a public hearing either through this Board of the Water Dept. The water district will need to bring this back in the fall.

Article 22 – Easement Brigham Hill Road

Mr. Padgett stated the article regarding the easement to access the damn behind the property on Lake Ripple, Mr. David Therrien had approached the town to rectify. This can potentially back for the October Town Meeting.

Cemetery Commission –Setting Rules

Mr. Spinney stated that if this warrant comes back for fall town meeting we can modify it a little bit and maybe the Town can provide ample places for dogs to be walked. There would be no excuses if the Town provides places for the dog community.

Cable Funds for Library

Mr. Robert Berger, Chairman of the Cable Oversight Committee addressed the Board stating that the Town has fiber network that does terminate at the library, and is not being utilized right now, but will probably be by July. The Library can then piggyback off of that fiber and this should solve its problem.

Mr. Berger stated that providing a computer lab for the Library violates section 522 of the license agreement because it is not cable related. Mr. Berger does add that within the five year capitol plan Cable are planning to give 3 monitors

Mr. Spinney asked Mr. Berger if the license agreement takes into account modernization and if the agreement is outdated?

Mr. Berger stated that the agreement is not outdated but will be renewed in a couple of years and at that time we can bring the subject of modernization to special council.

Mr. Robert Hassinger of George Hill Road addressed the Board stating that the library had three different ways to connect to the internet and not sure why they aren't connected to the F-Man as we are in the Municipal building.

Mr. McInerney clarified that the library is connected back to the Municipal Center building and that we will be working with the IT department at the School Department to help with this in July.

Mr. Spinney stated that he would like to be able to provide the library equipment where people can go and watch the programming that has been done in Town.

Mr. Padgett stated that maybe cable access can upgrade the delivery system if we are may not be able to buy computers by the statute.

Mr. Berger stated that we have a production studio here at the Municipal Center. We are not going to put a production studio in the library. Cable can give the library conduit to get WIFI, but can't purchase computers.

Mr. Hassinger stated that there are specific questions; he can speak to special council regarding the law. Specifically, Can cable access funds supply computers to the library?

Mr. Berger stated that cable has an interest in the old police station for the Cable Access Studio and further stated it would be a great location. Mr. Flynn suggested this be put on an agenda for future discussion.

LPG Facility Advisory Committee "What if" LPG

Mr. Flynn addressed the Board and stated that hasn't heard a lot about cost implications that the Town faces with regards to the GURR. The question of "what if" is twofold.

1. What if the Town of Grafton wins? The Town goes back to STB to hopefully prevail on the preemption issue. The data the Town needs to present are considerable.
2. What If the Town doesn't win? We aren't able to prevail with First Circuit Court; there are a number of issues the town continues to face. The tanks (LPG) could come through town at any time. If that is the case what are we to do about infrastructure and safety issues? In terms of participatory planning there are a lot of dollar signs for planning.

Mr. Flynn suggested the establishment of an advisory committee that can provide information and also bring back some recommendations to the Board of a multiyear plan. We would need to consider the costs associated with this. Town Counsel advised that creating a committee is not a problem. Mr. Flynn would like the board to consider establishing a committee and to create a charge.

Mr. Dauphinais stated that the establishment of an advisory committee makes a lot of sense. As far as the makeup, what might it be? School Dept, DPW, Emergency Response, Police, Fire, Assessor's office, Planning or land use world.

Mr. McNerney stated that there has to be some expertise outside of the staff. There are many unknowns to consider. Do we want to hire a consultant?

Mr. Flynn stated that there would be people to serve on-call and provide expertise as needed and then a committee with a good cross section of Town residents. People of the town would be the advisory committee and then on-call.

Mr. Padgett stated that this seem to be a good topic for a workshop and Cable Access.

Mr. McNerney stated we will put this topic on a workshop agenda for June 9th.

Meeting Minutes

The 5/5/15 minutes were passed over. Mr. Flynn has some modification he would like to make.

Adjourn

Mr. Spinney made a motion to adjourn at 8:40 PM, Ms. Thomas seconded. All were in favor.

For more information, this and other meetings can be viewed on Grafton Community Television. www.graftontv.org

Craig Dauphinais - Chairman

Date Approved

Laura St. John-Dupuis, Recording Secretary

If the Board is in agreement, The Board will make a motion accept the meeting minutes of 6/2/15.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING MINUTES**

June 2, 2015
Municipal Center, Conference Room A
7:00 p.m.

A regular meeting was called to order at 7:00 PM. Present: Craig Dauphinais, Jennifer Thomas, Bruce Spinney, Brook Padgett, Dennis Flynn, Tim McInerney, Doug Willardson and Laura St. John-Dupuis

Board of Selectmen – Re-Organization

Ms. Thomas made a motion to nominate Mr. Craig Dauphinais to Chairman of the Board of Selectmen. Mr. Spinney seconded. All were in favor.

Mr. Padgett made a motion to nominate Ms. Jennifer Thomas as Vice Chairman of the Board. Mr. Spinney seconded. All were in favor.

Mr. Flynn made a motion to nominate Mr. Bruce Spinney as clerk. Mr. Padgett seconded. All were in favor.

23 Institute Road – Dog Update / Follow-up

Mr. McInerney addressed the Board and stated that the purpose of this follow up meeting is to discuss what was voted on in June 2014 and to either clarify or make modifications to the conditions the Board of Selectmen voted on regarding Mr. & Mrs. Black of 23 Institute Road dogs. Mr. & Mrs. Wood of 21 Institute Road and Mr. & Mrs. Black of 23 Institute Road were invited to this Board Meeting to speak to the Board of Selectmen.

Mr. & Mrs. Wood were invited to the podium to address the Board. Mrs. Wood stated in recent months, she was asked by the Town Administrator to take pictures and/or videos of the dogs when not on the run inside of the fence. Mrs. Wood stated that Mrs. Black allows the dogs to run around inside of the fence before putting them on the run. Mrs. Black further stated that she took a video of this and sent it to Mr. McInerney.

Mr. Padgett asked Mrs. Wood if Mrs. Black is outside with the dogs when they are off of the run inside the fence. Ms. Woods stated that Mrs. Black leaves the dogs outside alone.

47
48 Mr. & Mrs. Black were invited to the podium to address the Board. Mrs. Black
49 acknowledged that at the last meeting in June 2014, they were in the wrong and that
50 they did resolve the issues. However, they want to have the stipulations of that meeting
51 taken away so that they can have their freedom. Mrs. Black further stated that when she
52 is inside her house the dogs are attached to the run within their fence and further stated
53 that she wants to get the stipulations taken away so that they can have their freedom.
54 Ms. Black advised the Board that she has been training their dogs and have
55 implemented electronic collars.

56
57 Mr. Spinney asked Mrs. & Mrs. Black if there is any barking. Mr. Black stated that one
58 dog barks very rarely and the other does not bark at all.

59
60 Mr. Padgett asked Mr. & Mrs. Black what they are asking the Board to do.

61
62 Mr. Black stated he would like all remaining stipulations to be removed, because they
63 have installed the fence.

64
65 Mr. Flynn asked Mr. and Mrs. Wood if they are acceptable to the dogs being able to run
66 free within the fence.

67
68 Mrs. Wood stated she is in agreement as long as someone is outside with the dogs.

69
70 Mr. Dauphinais asks Mr. Ploss to approach the podium. Mr. Ploss stated that Mr. &
71 Mrs. Black have complied with everything and when the run came down during the
72 winter an electronic collar was used. In the spring a new run was installed. Mr. Ploss
73 stated that he was satisfied and also stated that the dogs are not vicious.

74
75 Mr. Flynn made a motion for the dogs to roam free within the fence as long as there is
76 adult supervision, if no supervision they need to be on the run or the electric collar. Mr.
77 Padgett seconded. Mr. Spinney, Mr. Flynn, and Mr. Dauphinais were in favor. Ms.
78 Thomas opposed.

79 80 **Join Meeting - DPW Building Committee**

81
82 The DPW Building Committee and Jamie Fair, Project Manager with Weston and
83 Sampson, presented the Board with an update on the DPW facility.

84
85 Mr. Fair addressed the Board and stated that the current DPW building is undersized
86 and inefficient and that a significant amount of equipment is stored outside, the
87 maintenance space is inefficient and not an adequate space. The buildings are in a
88 state of disrepair. Mr. Fair provided the following points regarding the current conditions:

- 89
90
- 91 • View of undersize and inefficient vehicle storage bays
 - 92 • Vehicles Stored Outdoors
 - Limited maintenance space inefficient work environment

- Inadequate space to properly store combustible fluids
- Buildings have exceed their useful life
- Need vehicle wash bay
- Consolidate equipment storage
- Inadequate employee facilities
- Inadequate office support space
- Poor or no ventilation (CO/Nox)
- Inadequate lighting
- No fire suppression system
- Lacks proper eyewash/emergency shower

Mr. Fair provided the list of due diligence items completed:

- Update Space Needs – 35,400 SF
- Prepared layout plan for each room
- Surveyed the site
- Flagged wetlands
- Subsurface investigation
- Assessed for environmental and human receptors
- Zoning Analysis
- Preliminary site development plan
- Building 3-D model
- Building elevation
- Project phasing and budgetary plan

Mr. Fair provided Subsurface Investigation:

- 9 test pits completed throughout the site (By Town DPW)
- Approx. 2-4 feet sand fill over native silty sand/glacial till
- Bedrock and/or boulders encountered in several test pits
 - Depth ranged from 5' – 9'
- Standard shallow building foundations are suitable
- Groundwater not encountered
- No evidence of contamination based on field screening
- Four soil samples analyzed for:
 - Extractable Petroleum Hydrocarbons (EPH)
 - Volatile Petroleum Hydrocarbons (VPH)
 - 14 Heavy Metals (Sb,AS,Br,Be,Cd,Cr,Pb,Ni,Se,Ag,Ti V, Zn, Hg)
 - All results either non-detect or well below RC S-1
- Stockpile samples for geotach parameters
 - All results either non-detect or well below RC S-1

Mr. Fair provided the Phasing Plan and Budget: This plan will be in three phases.

Phase I

October 2105:

Secure funding at Fall Town Meeting for overall building and site schematic design, along with site development construction documents

Planning Level Cost Estimate	\$295,000
------------------------------	-----------

February 2015: Complete Schematic Design and Site Development Bid Docs

April 2016: Open Bids for Site Development

May 2016: Secure Site Development Const. Fund at Spring Town Meeting

Construction Cost	\$2,000,000
-------------------	-------------

Construction Administrative Services	\$85,000
--------------------------------------	----------

June 2015 to December 2015: Perform Site Development

Subtotal	\$2,380,000
----------	-------------

Phase II

October 2016: Secure Design and Bidding Funds for Salt Shed at Fall Town Meeting.

\$55,000

February 2017: Complete Salt Shed Design and Bid Documents

April 2017: Open Salt Shed Construction Bids

May 2017: Secure Salt Shed Construction Funding at Spring Town Meeting

Construction Cost	\$500,000
-------------------	-----------

June 2017 to October 2017: Complete Salt Shed Construction

Subtotal:	\$585,000
-----------	-----------

Phase III

October 2017: Secure Design and Bidding Funds for DPW
Building at Fall Town Meeting

\$880,000

February 2018: Completed Building Design and Bid Documents

184	April 2018: Open Building Construction Bids	
185		
186	May 2018: Secure Building Construction Funds at Town Meeting	
187	Construction Cost	\$9,400,000
188	Construction Administration Services	\$650,000
189		
190	Spring 2010 Construction Complete / Move In	Subtotal: \$10,930,000
191		
192	Total Phases I – III	\$13,895,000
193		

194 Mr. Spinney asked if this location would be on sewer and well.

195
196 John Bechard stated this will depend on usage and that sewer does need to be brought
197 up.

198
199 Mr. Flynn stated that the Board looked at the financial piece-phasing aspect and he was
200 thinking about how this was brought in piecemeal and that interests rates rise in times to
201 come. Another step would be to work with Tim and others in the town hall.

202
203 From a financial point of view we may need to change the steps. This gives us a lot of
204 lead time to prepare the community. Education has to go out to the public. The building
205 will not be read before 2020.

206
207 Mr. Flynn additionally stated that it could take several years before the project is
208 approved.

209
210 Mr. Bechard stated that the big picture needs to be conveyed to the public.

211
212 Mr. Spinney asked if Chapter 90 funds can be used. Mr. McInerney stated that Chapter
213 90 can be used for portions for the project. Mr. Bechard stated that we would have to
214 look into this further.

215
216 Mr. Dauphinais stated that health and safety at the shop is a big concern.

217
218 Mr. Flynn stated that all of the equipment needs to be done under roof. With regulations
219 we could be very much in violation. Some are life safety concerns.

220
221 Mr. McInerney asked the DPW Building Committee where recycling will be going. Mr.
222 Bechard stated that the committee has not considered recycling. Mr. McInerney
223 responded by saying the DPW Building committee need to resolve this and asked if
224 35,400sf would fit on the Upton Street location. Mr. Bechard stated it will not and that
225 the committee looked at a multi story building for Upton Street, however, it will not fit on
226 that property.

227

Mr. Willardson stated the committee has looked into moving the School Department maintenance into the existing DPW building. Mr. McInerney stated the existing building would need to be rehabbed for that purpose.

Mr. Flaherty of 106 Westboro Road addressed the Board and stated that he supports a new DPW garage.

Mr. Willardson stated that the current debt exclusion drops off significantly in 2020. It is presently at \$3.3M but will drop to \$2.3. Mr. Padgett stated that the notes would need to be paid in 2018. Mr. Willardson stated that the Town can do a bond anticipation note which allows the Town to defer payment until after the building has been constructed.

Mr. Dauphinais stated the DPW is a very important department and they we are overdue for something like this and he thanked the Committee for their presentation.

106 Westboro Road – Paper Street/Tom Flaherty

Mr. Tom Flaherty of 106 Westboro Road addressed the Board asking the Board to consider having the Town drop off t-based material and a way to spread and roll the material at the right of way at his address due to many potholes. Mr. Flaherty states further that he has been a resident since 1966, and made repairs and maintained the right of way. He no longer has the physical energy to take care of this. He looked at the deeds and Toll Brothers transferred to the town and the town should be maintaining it.

Mr. Dave Crouse addressed the Board stating that the property is more of a common driveway. The Town does not plow it.

Mr. Willardson spoke and stated that in 2010 Toll Brothers accepted all of the roads in this development. When they did, the easement was there.

Mr. Padgett asked Mr. Willardson if the Town accepted this property as a road or a trail.

Mr. Willardson stated that it is a trail easement. The Town does not maintain trail easements.

Mr. Flynn stated that he sees a couple of solutions.

1. Sell the piece of property for \$1.00 to Mr. Flaherty and his neighbor.
2. Repair the potholes

Mr. Dauphinais indicated that Mr. Flaherty does not need any more material, the material is already there, it needs to be re-graded and compacted.

Mr. Padgett made a motion the Town does what it can do to fix the potholes and at October Town Meeting, work on transferring the property to the abutters. Mr. Flynn seconded. Mr. Dauphinais, Mr. Flynn, Mr. Padgett and Ms. Thomas were in favor. Mr. Spinney opposed.

Affirm - Interim Recreation Director, Jen Andersen

Mr. Padgett made a motion to affirm the appointment of Jen Anderson as interim Recreation Director. Mr. Flynn seconded. All were in favor.

Affirm Administrative Assistant - Conservation Commission

Ms. Thomas made a motion to affirm the appointment of Leah Cameron to the position of Administrative Assistant for the Conservation Commission. Mr. Flynn seconded. All were in favor none opposed.

Affirm Administrative Assistant – Treasurer Collector’s Office

Mr. Spinney made a motion to affirm the appointment of Samantha Lubke to the position of Administrative Assistant for the Treasurer Collector’s Office. Ms. Thomas seconded. All were in favor none opposed.

Resignation of Tasha and Stephen Halpert from Grafton Cultural Council

Mr. Spinney made a motion to accept the resignations of Tasha and Stephen Halpert from the Grafton Cultural Council. Mr. Flynn seconded, all were in favor none opposed.

Vote to Waive Building Inspector Fees

Mr. Spinney made a motion to waive building inspector fees of \$3,584.00 for the Housing Authorities current project for the Grafton Housing Authority. Mrs. Thomas seconded. All were in favor none opposed.

Vote Tax Agreement with Blue Wave Capital - 43 Estabrook Street

Mr. Spinney made a motion to have the Chair sign the agreement with Blue Wave Capital. Mr. Flynn seconded, all were in favor none opposed.

Selectmen Report

Mr. Spinney stated that he had met with Doug Willardson, Brian Szczurko and Jeff Walsh of Graves Engineering to discuss a few options to regarding traffic calming tables. Mr. Walsh will have plans at the end of the month. These plans will be for the Common and Brigham Hill Road.

Mr. Dauphinais memorialized Charlie Hurley and his passing.

Mr. McInerney Provided the Following Upcoming Events to the Board

Tri Board Meetings June 18, 2015, Sept 17, 2015, Dec 17, 2015 & March 17, 2016

Blood Mobile June 17, 2015

Senator Moore and Jon Deli-Priscolli will be attending the June 16, 2015 Board of Selectmen Meeting.

Correspondence

Mr. Spinney read correspondence from first responder's award-MGTC CPR

Mr. Spinney read correspondence from the Board of Assessors regarding a performance assessment of Drew Manlove.

Discussion

Old Police Station

Mr. Dauphinais stated that the Superintendent of Schools does not feel the old police station is a suitable space for their needs. Mr. Flynn stated that he is disappointed and does not feel that the Superintendent understood what he was asking for and that he and the Superintendent did not have a meeting regarding it.

Mr. Willardson will coordinate a meeting for Mr. Flynn and the Superintendent to discuss.

Meeting Minutes

Mr. Spinney made a motion to accept the meeting minutes of May 5, 2015, Ms. Thomas seconded. All were in favor.

Executive Session

At 9:41 PM Ms. Thomas made a motion to go into executive session for the purposes of litigation update. Mr. Padgett seconded, all were in favor by roll call. Mr. Spinney aye, Mr. Dauphinais aye, Ms. Thomas aye, Mr. Padgett aye. Mr. Flynn recused himself.

Adjournment

10:04 PM

366 For more information, this and other meetings can be viewed on Grafton Community
367 Television. www.graftontv.org

368

369

370

371

372

373

374

375

Craig Dauphinais, Chairman

Date Approved

376

377

378

379

380

Laura St. John-Dupuis, Recording Secretary